

## **BUILDER'S CERTIFICATIONS**

**Property Address:** \_\_\_\_\_

\_\_\_\_\_

### **CABO Certification**

I hereby certify that this building is in substantial conformity with VA Minimum Property Standards [including California Residential Energy Standards, which the United States Department of Energy, Department of Housing and Urban Development and the California Energy Commission have determined to be equivalent to or more stringent than the Energy Conservation Standards of the 1992 council of American Building Officials (CABO) Model Energy Code (MEC)]. Plans and specifications for Nevada properties conform to the MEC.

**Builder's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

### **Lead Content Certification**

This is to certify that any solders and flux used did not contain more than 0.2 percent lead and any pipes and pipefittings used did not contain more than 0.8 percent lead.

**Builder's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

USDVA Loan # \_\_\_\_\_ CDVA Loan # \_\_\_\_\_

## **VETERAN'S NOT INSPECTED ACKNOWLEDGMENT**

### **1-Year Builder's Warranty**

**Property Address:** \_\_\_\_\_  
\_\_\_\_\_

**I am aware that since this new property was not inspected during construction by VA, VA assistance with construction complaints will be limited to defects in equipment, material, and workmanship reported in writing during the one-year builder's warranty period.**

**Veteran's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Spouse's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**USDVA Loan #** \_\_\_\_\_ **CDVA Loan #** \_\_\_\_\_

# Subterranean Termite Soil Treatment Builder's Guarantee

OMB Approval No. 2502-0525  
(exp. 11/30/2008)

This form is completed by the builder.

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is mandatory and is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires a licensed Pest Control company to provide the builder a record of specific treatment information in those cases when the soil treatment method is used for prevention of subterranean termite infestation. When applicable, form HUD-NCPA-99-B must accompany the form HUD-NCPA-99-A. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential.

This form is submitted for proposed (new) construction cases when soil treatment for prevention of subterranean termite infestation is specified by the builder or required by the lender, the architect, FHA or VA.

This form is to be completed by the builder. This guarantee is issued by the builder to the buyer. This guarantee is not to be considered as a waiver of, or in place of, any legal rights or remedies that the buyer may have against the builder.

FHA/VA Case No.: \_\_\_\_\_

Location of Structure(s) (Street Address, or Legal Description, City, State and Zip): \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

The undersigned builder hereby certifies that a State licensed or otherwise authorized pest control company (where required by State law) was contracted to treat the property at the location referenced above for subterranean termites. The builder further certifies that the contract with the pest control company required the treatment materials and methods used to be in conformance with all applicable State and Federal requirements. All work required by the contract has been completed. Where not prohibited by applicable State requirements, the buyer, for an additional fee payable to the pest control company, may extend the protection against subterranean termites. Contact the pest control company listed on the attachment for further information.

The builder hereby guarantees that, if subterranean termite infestation should occur within one year from the date of closing, the builder will ensure that a licensed or otherwise State authorized pest control company (where required by State law) or other qualified licensed pest control company will further treat as necessary in the infested area to control infestations in the structure. This further treatment will be without cost to the buyer. If permitted by State law, the buyer may contract directly, at the buyer's expense, with a pest control company to inspect the property on a periodic basis and/or use EPA registered products to control the infestation. The builder will not be responsible for guaranteeing such additional treatment. The builder further agrees to repair all damage by subterranean termites within the one-year builder's warranty period. This guarantee does not apply to additions or alterations that are made by the buyer, which affects the original structure or treatment. Examples include, but are not limited to, landscape and mulch alterations, which disturb the treated area and create new subterranean termite hazards, or interfere with the control measures.

If within the guarantee period the builder questions the validity of a claim by the buyer, the claim will be investigated by an unbiased expert mutually agreeable to the buyer and builder. The report of the expert will be accepted as the basis for disposition of the case. The non-prevailing party will pay the cost of any inspections made to investigate the claim. For further information, contact your State structural pest control regulatory agency.

Type of Treatment: ☐ Bait System ☐ Wood ☐ Soil (HUD-NPCA-99-B required)

**Note:** Appropriate treatment record must be attached and listed.

Attachments: \_\_\_\_\_

Builder's Company Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Consumer Maintenance Advisory regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Information regarding prevention of wood destroying insect infestation is helpful to any property owner interested in protecting the structure from infestation. Any structure can be attacked by wood destroying insects. Periodic maintenance should include measures to minimize possibilities of infestation in and around a structure. Factors which may lead to infestation from wood destroying insects include foam insulation at foundation, earth-wood contact, faulty grade, firewood against structure, insufficient ventilation, moisture, wood debris in crawl space, wood mulch, tree branches touching structures, landscape timbers, and wood rot. Should these or other such conditions exist, corrective measure should be taken by the owner in order to reduce the chances of infestations by wood destroying insects, and the need for treatment.

An original and one copy of this guarantee are to be prepared by the builder and sent to the lender. The lender provides one copy to the buyer at closing and includes a copy in the VA loan package or HUD insurance case binder. The builder sends one copy to the licensed pest control company which performed the treatment.

Attached is a copy of the state authorized pest control company's New Construction Subterranean Termite Soil Treatment Record, HUD-NPCA-99-B.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012:31 U.S.C. 3729.3802)

# New Construction Subterranean Termite Soil Treatment Record

OMB Approval No. 2502-0525  
(exp. 11/30/2008)

This form is completed by the licensed Pest Control Company

**Public reporting burden** for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is mandatory and is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires the builder to certify that an authorized Pest Control company performed all required treatment for termites, and that the builder guarantees the treated area against infestation for one year. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential.

This report is submitted for informational purposes to the builder on proposed (new) construction cases when soil treatment for prevention of subterranean termite infestation is specified by the builder, architect, or required by the lender, architect, FHA, or VA.

All contracts for services are between the Pest Control Operator and builder, unless stated otherwise.

## Section 1: General Information (Treating Company Information)

Company Name: \_\_\_\_\_

Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Company Business License No. \_\_\_\_\_ Company Phone No. \_\_\_\_\_

FHA/VA Case No. (if any) \_\_\_\_\_

## Section 2: Builder Information

Company Name \_\_\_\_\_ Phone No. \_\_\_\_\_

## Section 3: Property Information

Location of Structure (s) Treated (Street Address or Legal Description, City, State and Zip)

Type of Construction (More than one box may be checked) ☐ Slab ☐ Basement ☐ Crawl ☐ Other \_\_\_\_\_

Approximate Depth of Footing: Outside \_\_\_\_\_ Inside \_\_\_\_\_ Type of Fill \_\_\_\_\_

## Section 4: Treatment Information

Date(s) of Treatment(s) \_\_\_\_\_

Brand Name of Product(s) Used \_\_\_\_\_

EPA Registration No. \_\_\_\_\_

Approximate Final Mix Solution % \_\_\_\_\_

Approximate Size of Treatment Area: Sq. ft. \_\_\_\_\_ Linear ft. \_\_\_\_\_ Linear ft. of Masonry Voids \_\_\_\_\_

Approximate Total Gallons of Solution Applied \_\_\_\_\_

Was treatment completed on exterior? ☐ Yes ☐ No

Service Agreement Available? ☐ Yes ☐ No

Note: Some state laws require service agreements to be issued. This form does not preempt state law.

Attachments (List) \_\_\_\_\_

Comments \_\_\_\_\_

Name of Applicator(s) \_\_\_\_\_

Certification No. (if required by State law) \_\_\_\_\_

The applicator has used a product in accordance with the product label and state requirements. All treatment materials and methods used comply with state and federal regulations.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

# Warranty of Completion of Construction

## U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner

OMB Approval No. 2502-0059  
(Expires 9/30/2007)

This information is required to obtain a HUD-insured single family mortgage. Public reporting burden for this collection of information is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Lender's Name, Address & Phone Number (Include Area Code)	Name(s) of Purchaser/Owner
<b>CalVet Loans</b> <b>1227 O Street</b> <b>Loan Processing Unit, Room 222-A</b> <b>Sacramento, CA 95814 (916) 503-8352</b>	
FHA/VA Case Number	Property Address

For good and valuable consideration, and in accordance with Section 801 of the Housing Act of 1954, and Public Law 85-857 (38 U.S.C. 3705), the undersigned Warrantor hereby warrants to the Purchaser(s) or Owner(s) identified in the caption hereof, and to his/her successors or transferees, that:

The dwelling located on the property identified in the caption hereof is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variations therein) which have been approved in writing by the Federal Housing Commissioner or the Secretary of Veterans Affairs on which the Federal Housing Commissioner or the Secretary of Veterans Affairs based the valuation of the dwelling: **Provided, however,** That this warranty shall apply only to such instances of substantial nonconformity as to which the Purchaser(s)/Owner(s) or his/her (their) successors or transferees shall have given written notice to the Warrantor at any time or times within one year from the date of original conveyance of title to such Purchaser(s)/Owner(s) or the date of initial occupancy, whichever first occurs: **Provided further, however,** that in the event (1) the Purchaser(s)/Owner(s) acquired title to the captioned property prior to the completion of construction of the dwelling thereon, such notice of nonconformity to the Warrantor may be given any time or times within one year from the date of completion or initial occupancy of such dwelling, whichever first occurs, or (2) where it has been necessary to postpone improvements such notice of nonconformity to the Warrantor as to such incomplete items may be given at any time or times within one year from the date of full completion of each of such items.

The term "dwelling" as used herein shall be deemed to include all improvements or appurtenances set forth in the plans and specifications upon which the Federal Housing Commissioner or the Secretary of Veterans Affairs has based the valuation of the property, excepting those constructed by a municipality or other government authority.

The undersigned Warrantor further warrants to the Purchaser(s)/Owner(s) or his/her (their) successors or transferees, the property against defects in equipment, material, or workmanship and materials supplied or performed by the Warrantor or any subcontractor or supplier at any tier resulting in noncompliance with standards of quality as measured by acceptable trade practices. This warranty shall continue for a period of one year from the date of original conveyance of title to such Purchaser(s) or from the date of full completion of each of any items completed after conveyance of title. The Warrantor shall remedy, at the Warrantor's expense, any defect(s) of equipment, material, or workmanship furnished by the Warrantor. Warrantor shall restore any work damaged in fulfilling the terms and conditions of this warranty.

If a manufactured (mobile) home was erected on this property, the Warrantor further warrants that (1) the property (other than the manufactured unit itself) complies with the submitted construction exhibits; (2) the manufactured home sustained no hidden damage during transportation and erection; and (3) if the home was manufactured in separate sections, the sections were properly joined and sealed.	Manufacturer's Name, Address & Phone Number (Include Area Code)
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This warranty shall be in addition to, and not in derogation of, all other rights and privileges which such Purchaser(s)/Owner(s) or his/her (their) successors or transferees may have under any other law or instrument, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Purchaser(s)/Owner(s), and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by the Purchaser(s)/Owner(s) or his/her (their) successors or transferees heretofore or contemporaneously with the execution of this agreement or prior to final settlement.

This warranty is executed for the purpose of inducing the Federal Housing Commissioner or the Secretary of Veterans Affairs to make, to guarantee or to insure a mortgage on the captioned property, and the person signing for the Warrantor represents and certifies that he/she is authorized to execute the same by the warrantor and by his/her signature the Warrantor is duly bound under the terms and conditions of said warranty. The FHA Commissioner or the Secretary of Veterans' Affairs reserves the right to make a final determination as to whether a defect exists and whether the builder must remedy the defect.

<b>Warrantor</b>		<b>Purchaser(s)' acknowledgement</b>	
Warrantor's Title		Signature of Purchaser	
Signature	Date (mm/dd/yyyy)	Signature of Purchaser	Date (mm/dd/yyyy)
Builder's Name, Address		Builder's Phone Number (Include Area Code)	

**Purchaser Note:** Any notice of nonconformity must be delivered to the warrantor within the period or periods set forth above.

**Warning: HUD will prosecute** false claims and statements. Conviction may result in criminal and/or civil penalties. (18U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Provide completed copies of this warranty to both the homebuyer and the builder, at closing. Include a copy of this warranty in the case binder when sent to HUD.